



Town of Merrimack, New Hampshire

6 Baboosic Lake Rd · Merrimack, NH 03054 · www.merrimacknh.gov

March 30, 2016

HORSE HILL NATURE PRESERVE

PARKING LOT EXPANSION PROJECT

Contract Documents
And
Technical Specifications

INVITATION TO BID

**Town of Merrimack
Merrimack, New Hampshire
HHNP Parking Lot Expansion**

Sealed proposals for the “*Horse Hill Nature Preserve (HHNP) Parking Lot Expansion*,” Merrimack, New Hampshire, will be received at the Finance Office, Town of Merrimack, NH, 6 Baboosic Lake Road, Merrimack, NH, 03054, until 2:00 p.m., April 22, 2016. Proposals received after the specified time will not be accepted.

The HHNP Parking Lot Contract will consist of clearing and grubbing forest area, preparing subgrade, placing crushed gravel parking surface, constructing side slopes, loam & seed, and other incidental construction items.

Plans and specifications may be viewed and obtained at the offices of:

(1) Town of Merrimack Community Development Department, 6 Baboosic Lake Road, Merrimack, NH, 03054

Bid set plans are 11” X 17”

Bidders will not be required to furnish a bid bond. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of 100% of the Contract Price.

The Town reserves the right to waive any informalities in any or all proposals, to reject any or all proposals, or accept any proposal submitted for the project, as deemed by the Town of Merrimack to be in its best interests based upon qualifications, experience, demonstrated ability to perform, cost and other factors deemed by the Town to bear on the successful outcome of the Contract.

INSTRUCTIONS TO BIDDERS

1. BID OPENING of this project is scheduled for 2:00 p.m., April 22, 2016, at the Finance Office, 6 Baboosic Lake Road, Merrimack, NH, 03054. Construction is intended to start upon Notice to Proceed, and must be substantially complete by June 30, 2016.
2. BID ITEMS: The unit cost bid items are based on the work outlined in the Plans and Specifications as presented herein.

Prices in the Bid Proposal shall not be unbalanced. Unbalanced bids may be cause for rejection.

3. CONTRACT DOCUMENTS AND SITE OF WORK: Before submitting a proposal, the bidder shall examine carefully the Contract Documents and the site of the proposed work. He shall satisfy himself as to the character, quality, and quantities of work to be performed and materials to be furnished and shall make his own estimate of the facilities and difficulties attending the execution of the work. The submission of a proposal by a bidder shall be conclusive evidence that the bidder has complied with these requirements. Claims for additional compensation due to variations between conditions actually encountered in construction and as indicated by the plans except for payment under the specific payment items included herein, will not be allowed, unless in full conformance with the General Conditions Article 4.03.
4. PREPARATION OF PROPOSAL: The bidder must submit his proposal on the Bid Proposal form included herein. The blank spaces for each item in the proposal forms shall be correctly filled in, by writing in words and numerals, in ink. The bidder must submit a price for each item in the proposal, including all bid alternates and supplemental unit prices. In case of conflict between words and numerals, **the words shall govern**. The proposal shall be executed with ink in the complete and correct name of the individual, firm, or corporation making the proposal and signed by the person or persons authorized to bind the individual, firm, or corporation. Bids by corporation shall have the corporate seal affixed.

The bidder shall properly acknowledge all addenda in the spaces provided on the proposal form and acknowledge submission of all required bid documents as shown on the proposal form.

5. ADDENDA: Bidders desiring further information, clarification, or interpretation of the plans, specifications, or other Contract Documents must make a request for such information to the Engineer, no later than one hundred and twenty (120) hours before the bid opening. Answers to such requests will be given in writing to

all bidders, in addendum form, and all addenda shall then be bound with, and made a part of, the Contract Documents. No other explanation or interpretation will be considered official or binding. The Engineer will not be responsible for any other interpretations of the plans, specifications, or Contract Documents.

Should a bidder find discrepancies in or omissions from the plans, specifications, or other Contract Documents, if the bidder is in doubt as to their meaning, the bidder should at once notify the Engineer in order that a written addendum may be sent to all bidders. No addenda will be issued after seventy-two (72) hours before the opening of bids. Addenda will be mailed or delivered by fax to each Contractor contemplating the submission of a proposal on this work who has acquired plans and specifications from the Town of Merrimack. The proposal as submitted by the Contractor will be so constructed as to include all addenda, issued by the Engineer prior to seventy-two (72) hours of the opening of bids.

The Town of Merrimack reserves the right to postpone the bid opening date or time, without prior notice, as it deems to be in its best interests.

6. **REJECTION OF PROPOSALS:** Proposals containing any omission, alteration of form, additions or conditions not called for, incomplete bids, or proposals otherwise regular that are not accompanied by acceptable proposal guaranty will be considered irregular and may be rejected. In case of any ambiguity or lack of clarity in stating the prices in the proposal, the The Town reserves the right to consider the most advantageous construction thereof, or to reject the proposal. Unreasonable or unbalanced bid prices may be cause to reject any proposal.
7. **DELIVERY OF PROPOSAL:** Each completed proposal shall be placed together with the proposal guaranty, in an envelope sealed and clearly identified on the outside as a proposal to the Town of Merrimack, and including the project title and name and address of the bidder. When sent by mail, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. Proposals will not be considered unless received at the place and on or before the time designated in the Invitation to Bid.
8. **WITHDRAWAL OF PROPOSALS:** Any bidder, upon his written request, will be given permission to withdraw his proposal no later than the time set for the opening thereof.
9. **QUALIFICATION OF BIDDER:** The qualifications, experience, and demonstrated ability to complete the work on time and as specified are of importance to the The Town and will be given significant consideration in the selection of a bidder. Before being awarded the contract the bidder may be required to submit such evidence as the The Town may require establishing his financial responsibility, experience, and possession of such equipment as may be needed to prosecute the work in an expeditious, safe, and satisfactory manner.
10. **DISQUALIFICATION OF BIDDERS:** The following are some of the causes which may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal:
 - More than one proposal for the same work from an individual, firm, partnership, or corporation.
 - Evidence of collusion among bidders.

- Poor performance in the execution of work under previous contracts.
- Inability to demonstrate qualifications and/or information as outlined in 10. above, or 13. Below.
- For being in arrears on existing contracts, or having defaulted on a previous contract.

The The Town reserves the right to waive any informalities in any or all proposals, to reject any or all proposals, or accept any proposal submitted for the project, as deemed by the The Town to be in its best interest based upon qualifications, experience, demonstrated ability to perform, cost, or other factors deemed by the The Town to bear on the successful outcome of the Contract.

11. **CONSIDERATION OF PROPOSALS:** For the purpose of determining a bidder for award, after the proposals are opened and read, the summation of the products of the prices will be considered the amount of the bid.

The information provided by bidders shall be evaluated to determine compliance with the requirements of the project, and other comparative favorability to the The Town. The The Town reserves the right to accept or reject any and all proposals, consider awarding the contract on the basis of any combination of bid alternates, and waive technicalities as may be considered to be in the best of the The Town.

12. **SUBMISSION OF POST BID INFORMATION:** Upon request by the Engineer, selected bidders shall within three (3) calendar days thereafter submit the following:

- A designation of the work to be performed by the bidder with his own forces.
- A list of the names of the subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the work. The bidder will be required to establish to the satisfaction of the The Town the reliability and responsibility of the proposed subcontractors to furnish and perform such portions of the work.

Prior to the award of Contract, the The Town will notify the bidder in writing if the The Town, after due investigation, has reasonable and substantial objection to any person or organization on such list. If the The Town has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the bidder may, at the bidder's option, withdraw his bid without forfeiture of bid security, notwithstanding anything to the contrary contained herein. If the bidder submits an acceptable substitute with an increase in the bid price to cover the difference in cost occasioned by such substitution, the The Town may, at its discretion, accept the increased bid price or may disqualify the bidder. Subcontractors and other persons and organizations proposed by the bidder and accepted by the The Town must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Engineer.

- A proposed work schedule demonstrating the Bidder's plan to complete the work in the required time frame.

13. **AWARD OF CONTRACT:** Only one Contract will be awarded for all the work called for in the plans and specifications.
14. **RETURN OF PROPOSAL GUARANTY:** The proposal guaranty accompanying the proposals, may be retained until the Contract is awarded and the successful bidder executes the Contract and furnishes the required bonds, after which all proposal guaranties will be returned to the bidders.
15. **EXECUTION OF CONTRACT AND BONDS:** The Contract will include all Contract Documents. Within seven (7) days after award of the Contract, the successful bidder shall execute the Contract in triplicate, and furnish the The Town with Performance and Payment Bonds each in the full amount of the Contract price executed by a surety company acceptable to the The Town. The Bonds are to be furnished as a guaranty of the faithful performance of the work and for protection of the claimants for labor and materials.
16. **FAILURE TO EXECUTE CONTRACT AND BONDS:** Should the bidder to whom the Contract is awarded refuse or neglect to execute the Contract and furnish the required bonds within seven (7) days after notice of award of the Contract, at the option of the The Town, the bidder's proposal shall be treated as withdrawn; and at the option of the The Town the proposal guaranty shall become the property of the The Town, not as a penalty, but as liquidated damages, or the The Town may pursue any other action allowed by law.

END OF SECTION

BID PROPOSAL

BIDDER:

PROJECT: Town of Merrimack, HHNP Parking Lot Expansion
Merrimack, New Hampshire

THE TOWN: Town of Merrimack, New Hampshire

NO.	ITEM	Unit	EST QTY	Unit Bid PRICE (WORDS)	Subtotal (FIGURES)
1.	Item 201.1 - Clearing and Grubbing (F)	SY	1900	<div></div> <div>Dollars and</div> <div></div> <div>cents per acre.</div>	\$
4.	Item 203.1 - Common Excavation (Assume 1.5' of organics)	CY	950	<div></div> <div>Dollars and</div> <div></div> <div>cents per cubic yard.</div>	\$
5.	Item 203.6 - Embankment In Place (F)	CY	300	<div></div> <div>Dollars and</div> <div></div> <div>cents per cubic yard.</div>	\$
6.	Item 304.4 - Crushed Gravel (Fine)	CY	850	<div></div> <div>Dollars and</div> <div></div> <div>cents per cubic yard.</div>	\$

NO.	ITEM	Unit	EST QTY	Unit Bid PRICE (WORDS)	Subtotal (FIGURES)
32.	Item 6159.03 - Traffic Sign Type C w/ Galv. Steel U-Channel Post (F)	SF	12	Dollars and _____ cents per square foot.	\$ _____
32.	Item 619.1 - Maintenance of Traffic	U	1	Dollars and _____ cents per unit.	\$ _____
36.	Item 645.531 - Silt Fence	LF	550	Dollars and _____ cents per linear foot.	\$ _____
37.	Item 646.51 - Turf Establishment with Mulch, Tackifiers, and Loam	SY	350	Dollars and _____ cents per square yard.	\$ _____
39.	Item 692 - Mobilization	U	1	Dollars and _____ cents per unit.	\$ _____
40.	Item 699 - Miscellaneous Temporary Erosion and Sediment Control	\$	1	Two Thousand Dollars and No _____ cents.	\$ <u>2,000.00</u>

NO.	ITEM	Unit	EST QTY	Unit Bid PRICE (WORDS)	Subtotal (FIGURES)
41.	Item 1002.1 - Alterations and Additions as Needed	\$	1	<div>_____</div> Ten Thousand <div>_____</div> Dollars and No <div>_____</div> cents.	\$ <u>10,000.00</u>

END OF SECTION

A. TOTAL BID

(Figures)

\$ _____

(Written) _____ dollars and
cents.

The Bidder agrees to add or deduct work required by the The Town or Engineer for the above Lump Sum or Unit Prices (as applicable).

The undersigned, as Contractor herein referred to as singular and masculine declares as follows:

- 1) The only parties interested in the BID as Principals are named herein;
- 2) This BID is made without collusion with any other person, firm, or corporation;
- 3) He has carefully examined the site of the proposed work and is fully informed and has satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution. He has carefully read and examined the Drawings, the proposed AGREEMENT and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof
- 4) He understands the information relative to subsurface and other conditions, natural phenomena, existing pipes, and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes, and other structures (surface or subsurface) actually encountered will be the same as those shown on the Drawings or in any other Contract Documents and he agrees that he shall not use or be entitled to use such information made available to him through the Contract Documents or otherwise obtained by him in his own examination of the site, as a basis of or grounds for any claim against the The Town or Engineer arising from or by reasons of any variance which may exist between the aforesaid information made available to, or otherwise obtained by, him and the subsurface and/or other conditions, natural phenomena, existing pipes, and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in the BID;
- 5) He understands that all reports of investigations and tests of subsurface physical conditions at the site and other information affecting the performance of the Work which have been relied upon by the Engineer in preparation of the Drawings and Specifications are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.
- 6) And he understands that the quantities of work tabulated in this Proposal and indicated on the Drawings and in the Specifications and other Contract

Documents are approximate and are subject to increase or decrease as deemed necessary by the Engineer, and as allowed for under the Contract Documents.

- 7) The undersigned agrees that for extra work, if any, authorized in writing by the Engineer to be performed by him in accordance with the terms and provisions of the Agreement, he will accept compensation as stipulated in the Contract Documents in full payment for such extra work, and agrees that for reductions in work as directed by the Engineer, he will accept reduced compensation as stipulated in the Contract Documents.
- 8) If this Bid Proposal is accepted by the The Town, the undersigned agrees to substantially complete the work provided to be done under the Contract within the specified number of calendar days as defined in the Agreement from the date of start of the Contract (as defined in the Notice to Proceed), and accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete work on time, except as otherwise expressly provided in the Agreement
- 9) The Bidder hereby agrees that, once opened, he will not withdraw this Bid within 60 days of Bid opening, and that if the The Town shall accept this Bid, the Bidder will duly execute the Contract and provide BONDS as provided in paragraph 16 of Instructions to Bidders.

Respectfully Submitted:

Company Name

By: Signature
Address

Name

Date

Title

E-Mail

(SEAL if Proposal is by a Corporation)

Attest

ADDENDA

The BIDDER acknowledges receipt of the following Addendum*

No. _____ Dated

No. _____ Dated

No. _____ Dated

No. _____ Dated

No. _____ Dated

No. _____ Dated

** to be filled in as appropriate*

PROSECUTION OF WORK

The intent of this project is to expand the existing parking lot at Horse Hill Nature Preserve, located at 180 Amherst Road.

Prior to any work, the Contractor shall arrange to have all existing utilities located and marked in the field. In addition to calling Dig Safe, the Contractor must contact the Merrimack Village District to locate its water distribution.

It is the Town's intent that access to HHNP will be maintained throughout the project to the greatest extent possible. When it is not possible to provide direct access to the parking lot due to excavation or other operations in the immediate area, the Town shall be notified in advance and provision shall be made for them to park in a safe, accessible location as close as possible to the preserve. The Contractor shall provide safe access for local pedestrian traffic.

It is expected that the notice to proceed will be issued on or before May 6, 2016. The completion date for this project is June 30, 2016.

The Contractor shall provide the town with an updated schedule on a weekly basis. The Town will use the schedule information to advise the public of the project schedule through its website, E-mail and other available means.

Work shall be performed in accordance with the plans, agreement, and NHDOT Standard Specifications and Plans, latest edition (2010).

Initial centerline layout at 50 foot stations and suitable bench marks will be provided by the Town. All layout and preservation of initial survey control is the responsibility of the Contractor.

Suggested Work Procedure:

1. Clear and grub area
2. Install silt fence and any other stormwater protections needed
3. Remove all organics from parking lot area
4. Utilize existing parking lot material to fill excavated area to subgrade
5. Place new crushed gravel over entire lot area
6. Construct side slopes (4:1 slopes Typ.)
7. Install handicapped signs
8. Loam and seed slopes
9. Remove silt fence after stabilization of disturbed area

SUPPLEMENTAL SPECIFICATION

FAILURE TO COMPLETE ON TIME

Failure to Complete on Time. For each calendar day or work day that work remains uncompleted after the Contract Time, the sum specified below will be deducted from any money due the Contractor. This sum shall not be considered and treated as a penalty but as liquidated damages due the Town of Merrimack by reason of inconvenience to the public, added cost of engineering and supervision, and other extra expenditures of public funds due to the Contractor's failure to complete the Work on time. Any adjustment of the Contract Time for completion of the Work will be considered in the assessment of liquidated damages.

In the case of a date in the Contract being given for the completion of parts, phases, or stages, the liquidated damages will be deducted for the period in which that particular work specified is uncompleted.

Permission for the Contractor or Surety to continue and finish work after the Contract Time and approved extensions have elapsed shall not waive the Town's rights under the Contract.

The assessment of all or any of the liquidated damages that accrue may be terminated if the Town has determined that the Work is substantially complete and is in a condition for safe and convenient use by the traveling public.

The Work will be considered substantially complete when all necessary signing, striping, guardrail, and other safety appurtenances have been installed. For projects that will not be opened to the traveling public, the Contract will be considered substantially complete when it is ready for the subsequent project. This shall not be construed as a contractual right and its application will be contingent upon the Contractor's diligence in completing the remaining items of work.

Liquidated damages shall be assessed in accordance with the following schedule:

<u>Original Contract Amount</u>		<u>Daily Charge</u>	
<u>From more than</u>	<u>To and including</u>	<u>Calendar Day</u>	<u>Working Day</u>
\$ 0	\$ 100,000	\$ 390	\$ 590
100,000	750,000	590	880
750,000	2,000,000	780	1,170
2,000,000	5,000,000	1,170	1,760
5,000,000	10,000,000	1,560	2,340
10,000,000	20,000,000	1,950	2,930
20,000,000	-----	2,350	3,520

When the Contract Time is on the calendar date basis, the schedule for calendar date shall be used. When the contract time is on a working day basis, the schedule for working days shall be used.

When Acceptance has been made by the Engineer, the daily charge will no longer be assessed.

Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and the Surety shall be liable to the Town for such deficiency.

The Engineer has the right to deduct the amount of anticipated liquidated damages against the Contractor from any estimated payment for Work performed under the Contract; or to claim and recover such sums by process of law. Review of anticipated Contract completion and potential liquidated damages will commence when 80% of the original Contract time has elapsed.

SUPPLEMENTAL SPECIFICATION
SECTION 645 – EROSION CONTROL

Amend to 2.1 to read:

Hay mulch will not be allowed. Straw mulch may be substituted where hay is specified in the section.

Amend 2.5 to read:

Hay bales will not be allowed. Bales must be straw.